IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

NATERA, INC., Plaintiff, v. NEOGENOMICS LABORATORIES, INC., Defendant.	C.A. No. 1:23-cv-629

NATERA'S NOTICE OF DEPOSITION OF DEFENDANT NEOGENOMICS LABORATORIES INC. PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE. 30(b)(6)

PLEASE TAKE NOTICE that Pursuant to Federal Rules of Civil Procedure 26 and 30, Natera, Inc. ("Natera"), will take the deposition of Defendant NeoGenomics Laboratories, Inc. ("NeoGenomics"). The deposition will commence at a mutually agreeable date and time to be set by the parties. The deposition will take place at the offices of Quinn Emanuel Urquhart & Sullivan, LLP, 555 Twin Dolphin Drive, Redwood Shores, CA 94065, or at another mutually agreed location. The deposition will be taken by a notary public or other authorized officer and will continue from day to day until concluded, or may be continued until completed at a future date or dates. PLEASE TAKE FURTHER NOTICE that, pursuant to Federal Rule of Civil Procedure 30(b)(3), the deposition will be videotaped and recorded stenographically, and may be transcribed using real time interactive transcription such as LiveNote.

DEFINITIONS

1. "NeoGenomics" "You," and "Your" means collectively Defendant NeoGenomics, and its officers, directors, current and former employees, counsel, agents, consultants, representatives, and any other Persons acting on behalf of any of the foregoing, and NeoGenomics affiliates, parents, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by NeoGenomics, and all predecessors and successors in interest to such entities.

2. "Natera" means Natera, Inc.

3. "Person" refers to any individual, corporation, proprietorship, association, joint venture, company, partnership or other business or legal entity, Including governmental bodies and agencies.

4. "RaDaR Assay" means the RaDaR™ Minimal Residual Disease Assay, or any NeoGenomics products relating to or incorporating the use of personalized Minimal Residual

Disease ("MRD") testing that are manufactured, distributed, used, offered for sale, or sold by NeoGenomics.

5. "Document" includes, without limitation, all written, graphic or otherwise recorded material, Including without limitation, microfilms or other film records or impressions, electronically stored information regardless of the form of storage medium, tape recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films, recordings, things, memoranda, books, records, accounts, Communications, letters, telegrams, correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office memoranda or written Communications of any nature, recordings of conversations either in writings or upon any mechanical or electronic recording device, Including email, notes, papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal, informal or otherwise, as well as copies of the foregoing which differ in any way, Including by the addition of handwritten notations or other written or printed matter of any nature, from the original. The foregoing specifically Includes information stored in a computer database and capable of being generated in documentary form, such as electronic mail.

6. "Communication" means, without limitation, any transmission, conveyance or exchange of a word, statement, fact, thing, idea, Document, instruction, information, demand or question by any medium, whether by written, oral or other means, Including but not limited to, electronic communications and electronic mail.

INSTRUCTIONS

1. Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, NeoGenomics shall designate one or more of its officers, directors, partners, managing agents, or other persons who consent to testify on NeoGenomics' behalf and who are the most knowledgeable with respect to the deposition topics set forth below.

2. At least seven days in advance of the date of deposition, NeoGenomics is directed to provide to counsel for Natera a written designation of the name(s), position(s), and job description(s) of the person(s) designated to testify on each of the following topics.

TOPICS

TOPIC NO. 1.:

Your responses to Natera's First Set of Interrogatories.

TOPIC NO. 2.:

The contents of the Documents produced by You in response to Natera's First Set of Request for Production.

TOPIC NO. 3.:

The protocol(s), procedure(s), and/or method(s) used by You in connection with performing RaDaR Assay.

TOPIC NO. 4.:

Your plans to make, use, sell, or offer to sell RaDaR Assay in the United States.

TOPIC NO. 5.:

Your communications with customers, prospective customers, users, and/or prospective users concerning any comparison whether explicit or implicit, between the RaDaR Assay and any other minimal residual disease or molecular residual disease ("MRD") assay, including but not limited to, Signatera.

TOPIC NO. 6.:

The market or demand in the United States for any MRD assay, including the RaDaR Assay and Signatera.

TOPIC NO. 7.:

The performance and cost in the United States for any MRD assays, including the RaDaR assay and Signatera.

TOPIC NO. 8.:

Your contention, to extent there is any, that Natera has not been and will not be irreparably harmed by the manufacture, use, sale, or offer to sell RaDaR Assay.

TOPIC NO. 9.:

Private insurance and Medicare coverage for the RaDaR Assay, including local or national Medicare coverage determinations for the RaDaR Assay and plans and efforts to seek Medicare or private insurance coverage for the RaDaR Assay.

By: */s/ Robert C. Van Arnam*
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August 1, 2023